



## **EQUINOX MARKETS LIMITED**

**(Company Number: 26854 BC 2022)**

Registered in St Vincent and the Grenadines under company number 26854 BC 2022.

## **TERMS & CONDITIONS**



## Terms & Conditions

**Terms & Conditions (hereinafter "TC") of EQUINOX MARKETS LIMITED (hereinafter "EQUINOX MARKETS LIMITED") governing the use of the products and services available on the Website [www.equinoxmarkets.com](http://www.equinoxmarkets.com) and its subdomains.** EQUINOX MARKETS LIMITED is an online platform (hereinafter "Platform" and/or "Website") offering private investors (hereinafter "Users") access to the trading signals of traders.

The user can execute leverage instruments transactions such as indices, forex and commodities on the platform, and make the results accessible to the public.

### 1. Area of validity

The following T&C are applicable to the free use of the platform. Data protection applies in accordance to the data protection regulations of the website.

### 2. Registration/ User profile

EQUINOX MARKETS LIMITED may be used only after completion of registration to open a User Account and to set up a User Profile. Registration is free of charge.

2.1 Registration is open every natural persons with full social and business capabilities

2.2 The data requested by EQUINOX MARKETS LIMITED upon registration must be provided in complete and correct form, unless such data is marked as optional.

2.3 When registering, the User shall select a Username. The Username should not violate third-party rights, such as brand or trademark rights, or offend against common decency.

2.4 Users are obligated in the event of changes to their data that are of relevance to the Website, to update the corresponding settings without delay

2.5 EQUINOX MARKETS LIMITED shall confirm receipt of the data transferred upon registration by immediately sending an email to the address entered by the User when registering. Successful completion of registration shall be deemed to have been effected only after Users have acknowledged this by clicking on the link they are sent. Only after this link has been accessed does a contractual agreement on the use of the EQUINOX MARKETS LIMITED Platform come about.

2.6 To prevent misuse, the User is obliged to keep all access data confidential.



2.7 Any claim for entering into a license agreement does not exist. EQUINOX MARKETS LIMITED may decline a registration without giving any reasons.

### 3. Termination/Deletion

3.1 Should a User no longer wish to use the EQUINOX MARKETS LIMITED Platform, the User Agreement may be terminated at any time without the need for reasons and without having to adhere to a notice period. The User is required to send an email with which he registered on EQUINOX MARKETS LIMITED to [support@equinoxmarkets.com](mailto:support@equinoxmarkets.com). Clearly stating in the subject field "cancellation".

3.2 EQUINOX MARKETS LIMITED may also duly terminate the User Agreement at any time without the need for reasons and without having to adhere to a notice period. The cancellation is announced by the sending of an e-mail to the registered e-mail address of the User. The right to cancel for good reason or to revoke a user in accordance with clause 5.3 of these Conditions remains unaffected.

3.3 EQUINOX MARKETS LIMITED can retain the right to use the content posted by the User even after the deletion of a User Account or termination of a User Agreement. Most notably, the trading signals posted by the User shall not be deleted.

### 4. Subject and scope of the services

4.1 EQUINOX MARKETS LIMITED allows the EQUINOX MARKETS LIMITED Platform to be available to Users for utilization of, among others, the following free services: setting up a profile; opening a User Account; Inspection of rankings; setting and adjustment of portfolio allocation.

4.2 EQUINOX MARKETS LIMITED is entitled to appoint and entrust a third party to provide a part of these services or in its entirety.

4.3 EQUINOX MARKETS LIMITED is authorized to use technological means to edit, process and adapt User content to enable such content to also be displayed on devices or the software applications of third parties.

4.4 EQUINOX MARKETS LIMITED reserves the right to modify, limit or discontinue the services set forth under paragraph 4.1. or, following an announcement to this effect, to levy fees for the use of services previously provided free of charge.

4.5 The User Agreement is the sole contractual agreement to be concluded between EQUINOX MARKETS LIMITED and the User. Most notably, usage of the services set forth under paragraph 4.1. shall not be construed as a contractual relationship, such as an



agreement to provide consultancy or information services. Any further provisions shall be deemed valid only by User consent.

4.6 On the website EQUINOX MARKETS LIMITED makes available to Users real-time price information. Real time means determination and publication of less than 15 minutes.

## 5. Use of the platform

5.1 Users are authorized to post content on the Platform and to access content from the Platform. Without the express written consent of EQUINOX MARKETS LIMITED, however, Users shall not be permitted to use for commercial purposes the price information accessible on the Website.

5.2 The content and services made available on the Platform are protected by industrial property rights. Without the express written consent of EQUINOX MARKETS LIMITED, duplication, publication, or utilization of the contents made available, in whole or in part, is not permitted. This shall also apply to the downloading, distribution or storing of contents, with the exception of the caching that occurs when visiting the Website

5.3 In the event that a User violates the duties and obligations governing use of the Website, or there is a suspicion that the functions and content made available have been wrongfully used, EQUINOX MARKETS LIMITED shall be authorized, without having to provide prior notification, to block that User's access to the Platform, either temporarily or permanently, and to forward personal data to third parties, to the extent that this may be prescribed by relevant legal provisions or requirements. In the event that access is blocked, EQUINOX MARKETS LIMITED shall not be obliged to provide the User with notification to this effect. EQUINOX MARKETS LIMITED shall, in instances where the corresponding legal requirements are met, reserve the right to bring damages claims against the User

5.4 The User confirms that he has the right to make posted content available to the general public over the Internet or similar service.

## 6. Assigning of usage rights

6.1 The User grants to EQUINOX MARKETS LIMITED with the setting or uploading of content of whatever kind, be it simple, spatially and temporally, including beyond the date of the User's profile deletion, an unlimited, transferable and fee-free right to utilization of the respective content.

6.2 Any User cannot demand for deletion of uploaded content. This does not affect the deletion of the profile as such. The usage rights thus assigned permit EQUINOX MARKETS LIMITED to use such content in whatever manner it chooses, and to issue sub-licenses to third parties. Most notably, EQUINOX MARKETS LIMITED shall be authorized to license its



content utilization rights to third-party cooperation partners and/or companies affiliated to EQUINOX MARKETS LIMITED, who may display such content on their websites or utilize them in other manner.

## 7. Warranties

7.1 EQUINOX MARKETS LIMITED hereby draws the attention of Users to the fact that ongoing and final examination of the content posted by Users and the data accessed by third parties (e.g. such as real-time prices) is not possible on account of the real-time mode on the Website. Controls are carried out by EQUINOX MARKETS LIMITED only on a random basis in the form of spot checks.

EQUINOX MARKETS LIMITED is thus unable to guarantee that the content posted by Users on the Platform, and the data accessed by third parties, is correct, complete, lawful, and up-to-date. EQUINOX MARKETS LIMITED does not adopt any expressions of opinion and factual assertions made by Users. The same shall apply to links and banners, and the content accessible through these means.

7.2 As the service provider EQUINOX MARKETS LIMITED is not obliged to monitor the information that is transmitted or stored, nor to search for circumstances that may reveal unlawful acts. Should EQUINOX MARKETS LIMITED gain any knowledge of an unlawful act on the part of a User or an unlawful item of information, such information shall be removed or access to it blocked immediately.

7.3 Users may, as a basis principle, access the EQUINOX MARKETS LIMITED Website at any time. This shall, however, not be deemed to constitute a legal right to access. EQUINOX MARKETS LIMITED reserves the right to limit access to the Platform, or to suspend access temporarily (e.g. for service and maintenance). While EQUINOX MARKETS LIMITED shall make every effort to keep the Platform and individual services available to Users at all times, no guarantee for such permanent access can be given. Most notably, this shall be the case with regard to services supplied to EQUINOX MARKETS LIMITED by third parties. The quality of access to the internet and data traffic independent on circumstances beyond the control of EQUINOX MARKETS LIMITED; accordingly, EQUINOX MARKETS LIMITED is thus similarly unable to assume any guarantee for such matters. Most notably, EQUINOX MARKETS LIMITED shall not be held liable for disruptions to the quality of access to the internet and data traffic on the internet due to force majeure, or to events beyond the control of EQUINOX MARKETS LIMITED that may seriously hamper the provision of the service or render this completely impossible.

7.4 Identification of Users on the internet is only a limited possibility. Accordingly, EQUINOX MARKETS LIMITED cannot completely exclude the possibility that false information is provided when Users register to use the service. EQUINOX MARKETS LIMITED thus accepts no liability for the true identity of a User.



## 8. Liability

8.1 The liability of EQUINOX MARKETS LIMITED for wrongdoing of its own or on the part of its appointed agents shall be- irrespective of whatever legal reason - limited to criminal intent and gross negligence following clause below.

## 9. User indemnification of EQUINOX MARKETS LIMITED

9.1 The User hereby indemnifies EQUINOX MARKETS LIMITED against all and any claims brought against EQUINOX MARKETS LIMITED by third parties due to the infringement of their rights through content posted on the EQUINOX MARKETS LIMITED Platform by that User, or through such User's utilization of the software applications made available by EQUINOX MARKETS LIMITED In such instances, the User shall meet the cost, to the statutory amount, of the requisite legal defense counsel for EQUINOX MARKETS LIMITED, inclusive of all court fees and attorney costs; this shall not apply in instances where the infringement or rights was not caused by any culpable conduct on the part of the User.

9.2 The User hereby undertakes, in the event of EQUINOX MARKETS LIMITED being the subject of litigation brought by third parties, to share both truthfully and completely of all information in the User's possession that might be required to verify the grounds for the claims and to mount the necessary defense. EQUINOX MARKETS LIMITED's right to bring additional damages claims against the User shall remain unaffected by this provision.

## 10. Offsetting of claims

Against any claims of EQUINOX MARKETS LIMITED against the user, the user may only offset with undisputed or legally valid claims

## 11. Changing of the T&C

EQUINOX MARKETS LIMITED reserves the right to modify and change regulations of these Terms at any time and without notice for any reason.